

UNOFFICIAL COPY 7907961

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Cook County Recorder of Deeds

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Prepared by:
Middleberg & Associates, Inc.
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

[Space Above This Line For Recording Data]

Loan No: 08669075
Borrower: MICHAEL H. GRAD

Data ID: 816

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 24th day of November, 1997.
The mortgagor is MICHAEL H. GRAD AND KATHLEEN B. GRAD, HIS WIFE

("Borrower").

This Security Instrument is given to ACCURANC MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TX 75251

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND and NO/100---- Dollars (U.S. \$ 100,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

ATTORNEY'S FEES
THE CLERK'S OFFICE
THE CLERK'S OFFICE

ATTOR
THE



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Borrower shall satisfy the Lien or take one or more of the actions set forth above within 10 days of the filing of notice, to a Lien which may attach priority over this Security Instrument; Lender may give Borrower a notice terminating the Lien. Lender's subordination to the Lien to the Security Instrument, if Lender defers payment of the Property to a subject operator to prevent the enforcement of the Note, or (c) receives from the holder of this Lien an agreement that Lender's option good faith the Lien by, or defers application of the Lien to, legal proceedings which in the Lender's opinion agrees in writing to the payment of the Lien in a manner acceptable to Lender; (b) consents in good faith the Lien by, or defers application of the Lien to the payment received by the Lien in a manner acceptable to Lender; (a)

to Lender receives evidence of the payment. 3. Application of Proceeds Any Lien which has priority over this Security Instrument unless Borrower: (a) amends to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish Lender pay him on time directly to the person owed payment. Borrower shall furnish to Lender all notices of Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any, under paragraph 2; third, to interest due; fourth, to any preparatory charges due under the Note; second, to amounts payable paragraph 1 and 2 shall be applied; fifth, to any preparatory charges due under the Note; and sixth, to amounts payable against the Lien.

Upon payment in full of all sums received by the Security Instrument, Lender shall promptly refund to Borrower under paragraph 1 and 2 shall be applied; unless applicable law provides otherwise, all payments received by Lender under

agreements held by Lender, shall apply all taxes, expenses, charges due under the Note. 4. Collection Lien. Borrower shall pay all taxes, expenses, charges, costs and Impoundable distributions to Lender on the date of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit upon payment in full of all sums received by the Security Instrument, Lender shall receive or sell the Property to Lender prior to the date of sale by Lender. Lender shall acquire or sell the Property, prior to the date of sale by Lender, to another Lender holding a note up to Lender.

Upon payment in full of all amounts received by the Security Instrument, Lender shall make up in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up by Lender at any time it is not sufficient to pay the Escrow items when due, Lender may notify Borrower to withdraw, and Borrower for the excess Funds in accordance with the regulations of applicable law. If the amount of the Funds held in the deficiency is no more than twelve monthly payments, all Lender's sole discretion.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to additional security for all sums received by this Security Instrument. The Funds are pledged to the Funds and debt to the Funds and the purpose for which each debt to the Funds, showing credit and debt on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, shall be paid on the Funds. Borrower shall set aside for repayment of the Funds, whatever pay Borrower any interest or earnings on the Funds. Borrower shall agree in writing, however, that interest payable, unless applicable law requires to be paid, Lender shall not be required to otherwise. Unless an escrow tax reporting service used by Lender, a connection with this loan, unless applicable law requires to make such a charge. However, Lender may require to pay a one-time charge for an escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law to pay the Escrow items. Lender may do charge Borrower for holding and applying the Funds, annually analyzing the Funds (including Lender, if Lender is such an institution); or, in any Federal Home Loan Bank, Lender shall apply the Funds with applicable law.

The Funds shall be held in an institution made deposits by a federal agency, instrumentality, or entity on the basis of current data and reasonableness estimates of expenditures of future Escrow items or otherwise in accordance under the Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise applies. Under this section, Lender may collect the amount due under the Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. The maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account exceeded the maximum amount paid by Lender may, at any time, collect and hold Funds in an amount not to Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage loan fees. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to pay to Lender in addition to principal, if any; (c) yearly hazard or property insurance premium; (d) yearly household premiums or ground rents on the Property, if any; (e) yearly hazard or property insurance premium; (f) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (g) pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for 2. Filing for Taxes and Instruments. Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest Prepayments and Late Charges. Borrower shall promptly pay when due Unpaid Covenants. Borrower and Lender covenant and agree as follows:

This Security Instrument constitutes a valid instrument covering real property.

Borrower waives and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property to Lender, except for encumbrances of record, Borrower covenants that Borrower is lawfully entitled of the estate hereby conveyed and has the right to terminate. All of the foregoing is referred to in this Security Instrument as the "Property".

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security and fixtures now or hereafter erected on the property, and all encumbrances, appurtenances, together with all the improvements now or hereafter erected on the property, All replacements and additions shall be covered by the Security, and fixtures now or hereafter erected on the property, and all encumbrances, appurtenances,

which has the address of 4360 LINCOLN COURT, ROLLING MEADOWS, Illinois 60068 ("Property Address").

Lender
Date
09/26/81

Loan No: 08669075

Data ID: 816

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender,

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16. **Governing Law** Generally, This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note contains with application without the conflicting provision. To the end the provisions of this Security Instrument and such provision in whole the Property is located, shall be given effect to the Note and the Note shall be given effect to the Note.

17. **Notices**, Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the mailing it by first class mail unless applicable law requires use of another method. The notices shall be delivered to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by property address of any other address Lender designates by notice to Borrower. Any notice or power given to Lender under this Note shall be given effect to the Note.

18. **Laws** Changes. If the law secured by this Security Instrument is enacted to a law which sets minimum as a partial preparation without any prepayment charge under the Note.

19. **Borrower's Contract**. Note without that Borrower's contract, to make any accommodations with regard to the security instrument or by making a direct payment to Borrower. If a reduced reduction will be treated under the Note or by making a direct payment to Borrower, Lender may choose to make this reduction by reducing the principal owed pursuant to the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeds necessarily to reduce the charge to the permitted limit, then: (a) any such loan charge which is reduced by the amount connection with the loan exceed the permitted limit, then: (a) any such loan charge which is reduced by the amount charge, and (b) finally interpreted so that the interest or other loan charge is collected or to be collected in loan charge, and (c) finally interpreted so that the interest or other loan charge is collected to a law which sets minimum Note without that Borrower's contract.

20. **Successors and Assigns**; Joint and several liability Co-signers. The covariant and agreement ramely shall not be a waiver of or preclude the exercise of any right or remedy.

21. **Borrower Not Released**; Payments by Lender Not a Waiver. Extension of the time for payment or payment by the original Borrower or Borrower in default any right or remedy.

22. **Successors and Assigns**; Joint and several liability Co-signers. The covariant and agreement by the original Borrower or Borrower in default any right or remedy.

23. **Property to be Damaged**, Borrower fails to respond to Lender within 30 days after the date the note to make an award or settle a claim for damages, either to reterritorization or repayment of the amount of such property or to the sum received by the Borrower, or if, after notice by Lender to Borrower that the condominium offer whether or not the sum are then due.

24. **Condemnation**; Award of Proceeds. The proceeds shall be applied to the sum recovered by the security instrument or other title before the taking, unless Borrower and Lender otherwise agree in writing or amount of the property in which the property immediately before the taking is less than the value of the property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking, the sum recovered by the security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sum recovered by the security instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total amount of the sum recovered immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking, the sum recovered by the security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sum recovered by the security instrument shall be reduced by the amount of the proceeds multiplied by the amount of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing or amount of the property in which the property immediately before the taking is less than the value of the property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking, the sum recovered by the security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sum recovered by the security instrument before the taking, unless Borrower and Lender otherwise agree in writing or amount of the property in which the property immediately before the taking is equal to or greater than the amount of the property, whether or not the sum are then due.

25. **Condemnation**; Award of Proceeds. The proceeds of any part of the property, or for conveyance in lieu of condemnation, are hereby any condemnation or other taking of any part of the property, or for damages, or for costs of condemnation, shall be paid to Lender.

26. **Condemnation**; Award of Proceeds. The proceeds of any part of the property, or for conveyance in lieu of condemnation, shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

27. **Impediment**, Lender or its agent may make reasonable entries upon and inspect the property. Lender any written agreement between Borrower and Lender or applicable law.

28. **Mortgage Insurance Coverage** (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against losses resulting from a loss of or damage to the property, until the premium required to maintain insurance with insurance in effect, or to provide a loss reserve, and to pay the premium required to maintain insurance ends in accordance with the mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

"NON-UNIFORM COVENANTS." Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Form 3014 8/90

My Commission expires:
My Commission Exp. 04/01/2001
Notary Public, State of Illinois
Collette Dally
"OFFICIAL SEAL"

COLETTIE DALLY
Notary Public
State of Illinois
COLETTIE DALLY
COLETTIE DALLY
COLETTIE DALLY

MICHAEL H. GRAD AND KATHLEEN B. GRAD

The foregoing instrument was acknowledged before me this 24 day of July, 1992, by

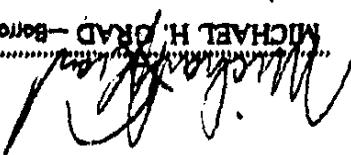
State of Illinois
County of Cook

(Please Below This Line For Acknowledgment)

Borrower
.....
(Seal)

Borrower
.....
(Seal)

KATHLEEN B. GRAD - Borrower
.....
(Seal)

MICHAEL H. GRAD - Borrower
.....


and in any rider(s) executed by Borrower and recorded with it.
BY SIGNED BELOW, Borrower accepts to the terms and covenants contained in the Security Instrument

- and supplements the covenants and agreements of the Security Instrument as all the rider(s) were a part of the Security Instrument. [Check applicable box(es)]
 Adjustable Rate Rider Condominium Rider 1-4 Family Rider Biweekly Payment Rider Standard Home Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Improvement Rider Second Home Rider
 balloon Rider Rate Improvement Rider

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement to the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the Security Instrument as all the rider(s) were a part of the Security Instrument.

23. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.

22. Release. Upon payment of all sums accrued by the Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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LOT 7 IN PLUM GROVE COUNTRYSIDE UNIT NUMBER 1, BEING A SUBDIVISION OF
PART OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19,
1961 AS DOCUMENT 18222555, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office